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4 Attorney Debtors
5 Ruben Luis Villa, Sr. and Angela Sardina-Villa

6 UNITED STATES BANKRUPTCY COURT
7 Southern District Of California

8 In Re) **BANKRUPTCY NO.: 12-15644-MM13**
9 Ruben Luis Villa, Sr. and)
10 Angela Sardina-Villa) **Chapter 13**
11 Debtors.) **STIPULATION RE: AVOIDANCE OF**
12) **LIEN**

13 This Stipulation is entered into by and between RUBEN LUIS VILLA, SR. and
14 ANGELA SARDINA-VILLA (hereinafter referred to as "Debtors"), by and through their
15 attorney of record, Marco A. Torres; and BANK OF AMERICA, N.A. as a servicing agent on
16 behalf of U.S. BANK NATIONAL ASSOCIATION FOR THE HOLDERS OF THETERWIN
17 MORTGAGE TRUST 2005-11, ASSET-BACKED SECURITIES, SERIES 2005-11 (hereinafter
18 referred to as "Creditor"), by and through its attorney of record, Prober and Raphael, a law
19 corporation.

20 Debtors are the maker of a Note in favor of Creditor, dated June 9, 2005 in the original
21 principal amount of \$110,000 ("Note"), which is secured by a Deed of Trust encumbering the
22 real property at 6411 East Lake Drive, San Diego, CA 92119 (the "Subject Property"). The Note
23 and Second Deed of Trust are collectively referred to hereinafter as the "Subject Loan".

24 A. On or about November 28, 2012, Debtors filed a voluntary petition under Chapter 13
25 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of
26 California, and was assigned Case No. 12-15644-MM13.

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1 THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

2 1. Creditor's claim shall be allowed as a non-priority general unsecured claim and shall
3 be paid as such in accordance with the Debtors' Chapter 13 Plan;

4 2. The avoidance and release of Creditor's Second Deed of Trust is contingent upon
5 the Debtors' completion of their Chapter 13 plan and the Debtors' receipt of a Chapter 13
6 discharge;

7 3. Upon receipt of the Debtors' Chapter 13 discharge and completion of their Chapter
8 13 Plan, the Discharge order and either a Stipulated Judgment on an Adversary Complaint or the
9 order approving the instant Stipulation may be recorded by the Debtors with the San Diego
10 County Recorder's Office;

11 4. Creditor shall retain its lien for the full amount due under the Subject Loan should
12 the Subject Property be sold or should a refinance take place prior to the Chapter 13 Plan
13 completion and entry of a Chapter 13 Discharge.

14 5. Creditor shall retain its lien for the full amount due under the Subject Loan in the
15 event of either the dismissal of the Debtors' Chapter 13 case or the conversion of the Debtors'
16 Chapter 13 case to any other Chapter under the United States Bankruptcy Code;

17 6. In the event that any entity, including the holder of the first lien on the Subject
18 Property, forecloses on its security interest and extinguishes Creditor's Deed of Trust prior to
19 the Debtor's completion of their Chapter 13 Plan and receipt of a Chapter 13 discharge,
20 Creditor's lien shall attach to the surplus proceeds of the foreclosure sale for the full amount of
21 the Subject Loan balance at the time of the sale; and

22 7. Each party shall bear their own attorneys' fees and costs incurred in the present
23 stipulation in bankruptcy case number 12-15644-MM13

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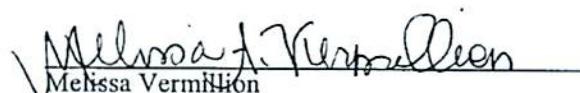
1 IT IS SO STIPULATED:
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DATED: 4/21/13



Marco A. Torres
Attorney for Debtor

11 DATED: 3/27/13


Melissa Vermillion
Attorney for Creditor
BANK OF AMERICA, N.A. as a servicing
agent on behalf of U.S. BANK NATIONAL
ASSOCIATION FOR THE HOLDERS OF
THETERWIN MORTGAGE TRUST 2005-11,
ASSET-BACKED SECURITIES, SERIES
2005-11